

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PENSION FUND OF CEMENT MASONS')	
UNION LOCAL UNION NO. 502 <i>et al.</i> ,)	
)	CASE NO.: 20-CV-4213
Plaintiffs,)	
)	MAG. JUDGE: CUMMINGS
vs.)	
)	
GLOBAL CONCRETE CORP., an Illinois)	
corporation, GLOBAL BUILDERS, INC., an)	
Illinois corporation, and)	
CARMEN GRATACE, an individual,)	
)	
Defendants.)	

**STIPULATED ORDER OF DISMISSAL OF
DEFENDANTS GLOBAL BUILDERS, INC. AND CARMEN
GRATACE WITH THE COURT TO RETAIN JURISDICTION TO
ENFORCE THE TERMS OF THE PARTIES' SETTLEMENT AGREEMENT**

The Plaintiffs, the PENSION FUND OF CEMENT MASONS' UNION LOCAL UNION NO. 502, *et al.* (the "TRUST FUNDS"), and the Defendants, GLOBAL BUILDERS, INC. ("GLOBAL BUILDERS") and CARMEN GRATACE ("GRATACE"), by and through their respective undersigned attorneys, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure hereby submit this Stipulated Order for Dismissal of GLOBAL BUILDERS and GRATACE with the Court to Retain Jurisdiction to Enforce the Terms of the Parties' Settlement Agreement and stipulate as follows:

WHEREAS, the Parties in this matter have reached a Settlement Agreement and the Parties stipulate to the dismissal of the Defendants GLOBAL BUILDERS and GRATACE without prejudice, reserving jurisdiction in this Court to reinstate proceedings to enforce certain terms of the Settlement Agreement entered into by and between the Parties in April 2021 under the authority of *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 381-82 (1994).

NOW, THEREFORE, THE PARTIES SO STIPULATE AND IT IS HEREBY ORDERED:

1. Defendants GLOBAL BUILDERS and GRATACE and hereby dismissed without prejudice.

2. The Court shall retain jurisdiction over the Parties and hereby grants the Plaintiffs leave to reinstate the proceedings in the above-captioned matter to enforce the terms of the Settlement Agreement entered into by and between the Parties in May 2021, but not later than July 13, 2021. The Parties are barred from relitigating any claims raised in this litigation or any claims released by means of the Settlement Agreement.
4. Pursuant to the Settlement Agreement entered into by and between the Parties in April 2021, Defendants GLOBAL BUILDERS and GRATACE are obligated to pay make payment to the Plaintiffs by June 13, 2021. Failure by the Defendant to comply with their payment obligation shall constitute a breach of the Settlement Agreement.
5. In the event a motion to reinstate to enforce settlement is not filed on or before July 13, 2021, the dismissal without prejudice as to GLOBAL BUILDERS and GRATACE will automatically convert to a dismissal with prejudice and with each party to bear its own fees and costs, and the Court shall relinquish jurisdiction as to GLOBAL BUILDERS and GRATACE.

ORDERED BY:


MAGISTRATE JUDGE CUMMINGS

Dated: May 25, 2021

Agreed and so stipulated:

**PENSION FUND OF CEMENT MASONS'
UNION LOCAL UNION NO. 502 *et al.***

/s/ Jeffrey A. Krol – 6300262
One of Plaintiffs' Attorneys
Johnson & Krol, LLC
311 S. Wacker Dr., Suite 1050
Chicago, Illinois 60606
krol@johnsonkrol.com

GLOBAL CONCRETE CORP.

/s/ Thomas G. A. Herz, Jr.
One of Defendant's Attorneys
Law Offices of Thomas Herz, Jr.
400 Central Avenue, Suite 230
Northfield, Illinois 60093
tgahlaw@yahoo.com